



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
Division of Health Professions Licensure
Board of Respiratory Care
239 Causeway Street, Suite 500, Boston, MA 02114

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VIA U.S. FIRST CLASS CERTIFIED MAIL, # 7014 0510 0001 0374 8841
RETURN RECEIPT REQUESTED

August 29, 2014

Christine A. Dillman
redacted

Re: In the Matter of Christine A. Dillman, License RT2951
Docket No. REP-2014-001

Dear Ms. Dillman:

This letter acknowledges receipt by the Board of Respiratory Care (Board) of two signed, originals of the Consent Agreement for Voluntary Surrender (Agreement) between you and the Board in resolution of the above-referenced complaint. The Board has now signed the Agreement, and submits a copy for your records. Please note carefully that the effective date of the Agreement is August 29, 2014, as stated on the signature page of the agreement.

A copy of this letter and the Agreement will remain in complaint files Docket No. REP-2014-001. The file will be retained for no less than three (3) years in accordance with state public records laws.

Thank you for your cooperation.

Sincerely,

A handwritten signature in dark ink, appearing to read "DM", written over a horizontal line.

David Murphy, Board Counsel
Board of Respiratory Care

Enclosure: Consent Agreement for Voluntary Surrender

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF RESPIRATORY CARE

In the Matter of
Christine A. Dillman
License No. RT2951
(License Expires 05/31/14)

Docket No. REP-2014-001

AGREEMENT FOR VOLUNTARY SURRENDER

The Board of Respiratory Care ("Board") and Christine A. Dillman ("Licensee"), a Respiratory Therapist ("RT") licensed by the Board, License No. RT2951, do hereby stipulate and agree to enter into this Agreement for Voluntary Surrender ("Agreement") in resolution of a complaint identified as Docket No. REP-2014-001 ("Complaint").

The Licensee and the Board agree that this Agreement has been negotiated in order to resolve the Complaint without further investigations and proceedings. In connection with the Agreement, the Licensee acknowledges the following:

1. On or about June 8, 1994, the Board issued to the Licensee a license to practice as a Respiratory Therapist, License No. RT2951. The license expired on May 31, 2014.
2. On or about January 29, 2013, the Massachusetts Board of Respiratory Care learned that the Licensee's application for licensure was denied by the California Board of Respiratory Care based on several past criminal convictions. Subsequently, it was found that the Licensee failed to disclose prior criminal convictions on her application for licensure with Massachusetts.
3. On March 11, 2013, the Board received a letter from the State of California detailing the Licensee's convictions.
 - On May 8, 1990, the Licensee was arrested for driving under the influence in violation of Florida Statute 316.193. She was found guilty of reckless driving on August 10, 1990 in case no. 90-3097 and 91-3130 in Circuit Court for Volusia County, State of Florida.
 - On February 24, 1992, the Licensee was found guilty of three felony counts of violating Florida statute 832.05(4), knowingly uttering or issuing a worthless check in case nos. 91-3097 and 91-3130 in Circuit Court for Volusia County, 7th Judicial District, State of Florida. (Note: these convictions in Florida occurred prior to the Licensee's 1993

application for her Massachusetts' RT license, and these were not disclosed on her initial application.)

- On January 9, 2007, in Alameda County Superior Court for the State of California case no. 117782, the Licensee was convicted of a misdemeanor violation of Business and Professions code section 4140, possession of a hypodermic needle/syringe. She was granted formal probation for thirty-six months under Penal Code section 1210.1 and ordered into a substance abuse treatment program. On 1/28/2008, the Licensee provided proof to the California Court that she had successfully completed the program, and the Court ordered that her pleas of no contest be set aside, and the charges were dismissed.
4. The Licensee's conduct as set forth in Paragraphs 2 and 3, above, constitutes conduct in violation of:
- (a) M.G.L. c. 112, § 23X (a) and 261 CMR 4.04(5) for obtaining a license by fraud or deception;
 - (b) M.G.L. c. 112, § 23X (b) and 261 CMR 4.04(5) for conviction of a felony or a crime involving moral turpitude;
 - (c) M.G.L. c. 112 § 23X (f) and 261 CMR 4.04(5) for having acted in a manner which is professionally unethical according to the ethical standards of the profession of respiratory care; and
 - (d) M.G.L. c. 112, § 61, and 261 CMR 4.04(5) for committing an offense against any provisions of the laws of the Commonwealth relating to the practice of respiratory care, or any rule or regulation adopted there under,
- thus warranting disciplinary action by the Board pursuant to M.G.L. c. 112, §§ 23X, 61.
5. The Licensee understands that this Agreement for Voluntary Surrender constitutes disciplinary action by the Board. The Licensee further understands that this Agreement constitutes disciplinary action that is reportable to the National Practitioner Data Bank ("NPDB") and the Healthcare Integrity and Protection Data Bank ("HIPDB").
6. The Licensee understands that this Agreement shall be incorporated into the permanent records for the Licensee maintained by the Board. The Licensee further understands that this Agreement constitutes a "public record" within the meaning of M.G.L. c. 4, § 7, subject to public disclosure and that the Board may forward a copy of this Agreement to other licensing boards, professional certification bodies, and law enforcement entities, as well as to any other individual or entity as required by law.

7. The Licensee agrees to return to the Board at its office at 239 Causeway Street, Suite 500, Boston, Massachusetts 02114, either by hand or by mail, the two (2) enclosed duplicate originals of this Agreement signed by the Licensee, witnessed and dated, no later fourteen (14) days from her receipt of such Agreement.
8. The Board agrees that in return for the Licensee's execution of this Agreement and its return to the Board as provided herein, the Board shall not prosecute before itself the allegations contained in the Complaint.
9. The Licensee acknowledges that her conduct as set forth in Paragraphs 2 and 3, above, demonstrates a lack of the "good moral character" required for initial licensure and license renewal pursuant to M.G.L. c. 112, § 23S, and warrants disciplinary action by the Board pursuant to 261 CMR 4.04(5), M.G.L. c. 112, § 23X, and M.G.L. c. 112, § 61.
10. The Licensee understands and agrees that the surrender of her Respiratory Therapist license as agreed under the terms of this Agreement is a final act depriving her of all privileges of licensure as a Respiratory Therapist and is not subject to reconsideration or judicial review.
11. The effective date of this Agreement ("Effective Date") is the date on which the Board receives two duplicate original copies of the Agreement that have been signed by the Licensee.
12. The Licensee understands that any practice as a Respiratory Therapist in Massachusetts after the Effective Date of this Agreement may be referred to law enforcement for appropriate action, shall constitute additional grounds for complaint, and shall be considered by the Board should it countenance any future request from the Licensee for reinstatement of the right to renew her Respiratory Therapist license.
13. The Licensee states that she has used legal counsel in connection with her decision to enter into this Agreement or, if she did not, that she had an opportunity to do so and that her decision to enter into this Agreement was made of her own free will.
14. The Licensee certifies that she has read this document entitled "Agreement for Voluntary Surrender." The Licensee understands that, by executing this Agreement, she is waiving her right to a formal hearing at which she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, to appeal to court in the event of an adverse ruling, and all other rights set forth in M.G.L. c. 30A, the Massachusetts Administrative Procedure Act, and 801 CMR 1.01 *et seq.*, the Standard Adjudicatory Rules of Practice and Procedure. The Licensee states that she further understands that in executing this document entitled "Agreement for Voluntary Surrender" she is knowingly and voluntarily waiving her right to a formal hearing and to all of the above listed rights.

BY THE LICENSEE:


Christine A. Dillman

8-19-2014
Date

 8/19/14
Witness Signature and Date

Leslie Robin Azcona
Witness Print Name

BY THE BOARD:


Mary Phillips, Executive Director

8/29/14
Date

8/29/14
Effective Date of Agreement

FOR BOARD USE:

An original copy of this Agreement for Voluntary Surrender of Right to Renew License signed

by the Board was mailed to the Licensee/Licensee's attorney on 8/29/14 by Certified Mail
No. 7014 0510 0061 0374 8841